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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/932,388	08/17/2001	William R. Maulsby	36891.0000	4444

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EXAMINER	
RUHL, DENNIS WILLIAM	

ART UNIT	PAPER NUMBER
3629	

DATE MAILED: 12/15/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	09/932,388	MAULSBY ET AL.	
	Examiner	Art Unit	
	Dennis Ruhl	3629	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *25 July 2006*.

2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-6,8,10,12,14,26,28-32 and 47-77* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-6,8,10,12,14,26,28-32,47-77* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

1. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 7/25/06 has been entered.

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

3. This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

4. Claims 1-6,8,10,12,14,26,28-32,47-75,77 are rejected under 35 U.S.C. 103(a) as being unpatentable over "Packers.com" and "Packerfantours.com", which disclose the invention substantially as claimed, in view of packerfantours.com article A.

For claims 1,3,8,10,12,14,26,28,30,32,47-52,54,58,59,60,62,66-68,70,74,75,77, Packers.com discloses a web site for the Green Bay Packers. Packers.com is interpreted to be the claimed "content page". The web site includes a hyperlink to "packerfantours.com" (a ground transportation coordinator) where fans can arrange for transportation to an event, which can be any of the Packer's football games, or the Super Bowl, Pro Bowl, etc.. A consumer uses a 2nd computer to click on the link for Packerfantours.com on the content page (Packers.com), and they are taken to the Packerfantours.com web site (substantially simultaneously). This satisfies the claimed "portion of a content page has been selected" language of the claim. Packerfantours.com discloses obtaining details about an event (time, location) of a marketing partner. The web site discloses that the 2000-2001 schedule is available and this includes the time and location (home or away games). The marketing partner is the Green Bay Packers. When the Packerfantours.com web site is displayed to the consumer (after being linked from the content page of Packers.com), data indicative of a ground transportation service is displayed to the consumer at the 2nd computer. The web site discloses that transportation service to games is available for purchase and this satisfies what is claimed. The Packerfantours.com web site includes an "Order Now" link so that one can order a transportation package.

Not disclosed is that the "Order Now" link allows the consumer to submit the order for transportation by using the 2nd computer (consumer computer) to transmit the order to the first computer as is claimed in the last paragraph of the claim. Also, not disclosed is that the order indicates the number of seats needed, and the event. Also not disclosed is that the communication between the 1st and 2nd computers is wireless.

With respect to the claimed limitation of the first computer receiving the order for transportation, as stated previously, packerfantours.com discloses an "order now" link on their home page. Packerfantours.com article A discloses that as of March 2000, the same company (i.e. packerfantours.com) had a link that was labeled "Click here to order online". It would have been obvious to one of ordinary skill in the art at the time the invention was made to have the "Order Now" link result in the taking of transportation order information online as is disclosed by the packerfantours.com article A, which would result in the order information being transmitted to the first computer (owned by packerfantours.com, i.e. the ground transportation coordinator). One of ordinary skill in the art would be motivated to provide packerfantours.com the ability to take orders for transportation online because packerfantours.com article A disclosed this feature. With respect to the database (claim 77), the computer of the ground transportation coordinator inherently has a database. It would have been obvious to one of ordinary skill in the art at the time the invention was made to store the order information in the database of the ground transportation coordinator, so that there is a record of who has requested transportation to a particular event. One of ordinary skill in the art would appreciate the desirability of having a stored record of who you are providing

transportation for and to where the transportation is going to. Keeping a stored record of transportation orders is something that one of ordinary skill in the art would find logical and "common sense".

With respect to the limitation that the computers are "in wireless communication", this is not disclosed in the prior art. This does not apply to claim 77 because claim 77 does not contain a recitation to "wireless". The examiner takes "official notice" that it is old and well known in the art that computers can communicate data wirelessly. Applicant is claiming one specific manner of computer communication that is very well known in the art. Having a wireless connection to a modem that allows Internet access is something that has been in the public domain prior to the filing date of the instant application. Also having two computers communicate wireless is also known in the art prior to the filing date. It would have been obvious to one of ordinary skill in the art at the time the invention was made to have the 1st and 2nd computers be in wireless communication with each other, so that the users of the computers can enjoy the benefits that a wireless connection provides, such as computer portability and not having to deal with wires and cables to communicate on the Internet. This limitation includes the situation where both computers (1st and 2nd) are hooked up to the Internet by a wireless network connection. This is old and well known in the art and satisfies both computers communicating with each other wirelessly.

With respect to the recitation that the order comprises the amount/number of seats requested and identification of the event, one of ordinary skill in the art would have been motivated to request this information because you want to know how many

persons you are providing transportation for (so you don't overbook the trip) and you also want to know the identification of the event that they are requesting transportation to. Providing transportation for people involves known how many people you are transporting and where it is that they want to go. It would have been obvious to one of ordinary skill in the art at the time the invention was made to have the order information contain the number of seats requested and an identification of the event that you are going to attend.

Also considered obvious is that the order would specify if you need tickets or not (I.e. claims 10,58,66,74). After all, packerfantours.com is the official source for tickets and tour packages for the Green Bay Packers so specifying whether or not tickets are needed is considered obvious. For claim 32, it is inherent that the instructions for operating the web pages and linking to packerfantours.com is accomplished by using a computer readable storage medium as claimed.

For claims 2,4,29,31,53,55,61,63,69,71, not disclosed is that a confirmation of receipt of the order is provided. It would have been obvious to one of ordinary skill in the art at the time the invention was made to provide the consumer with a confirmation that the order has been received so that the consumer knows the order was received by the service provider and/or so that the consumer has a receipt for the transaction (confirmation of purchase). It is old and well known to provide receipts showing what the consumer ordered and how it was paid for.

For claims 5,56,64,72, not disclosed is that the order specifies a particular seat on a bus, motor coach, or van. It would have been obvious to one of ordinary skill in the

art at the time the invention was made to allow the purchaser to reserve a particular seat on the transportation vehicle so that a customer who desires a window seat can be assured of getting a window seat or so that a family traveling together can be assured that they will sit together. The claimed limitation is considered obvious.

For claims 6,57,65,73, not disclosed is when the data for the transportation service is provided. This all depends on when the consumer actually views the packerfantours.com web site. It would have been obvious to one of ordinary skill in the art at the time the invention was made that a fan wishing to go to a particular Packers game and viewing the Packers.com site would view the packerfantours.com web site prior to or at the same time as getting a ticket. The link on the Packers.com web site states "Your official source for Green Bay Packers Game tickets and Deluxe Tour Packages" in big bold letters and one of ordinary skill in the art would be motivated to click on this link if they need tickets and transportation.

For claim 60,68, and their dependent claims 61-67,69-75, not disclosed is that the event is a concert or a theatrical event as claimed. Packers.com and packerfantours.com teaches the invention substantially as claimed. They teach cooperation/partnership between an event provider and a transportation provider, where the event provider web site provides a link to the transportation provider web site and the transportation provider displays the logo of their marketing partner. It would have been obvious to one of ordinary skill in the art at the time the invention was made to use the method of Packers.com and packerfantrous.com for other events such as concerts and theatrical events so that other event providers can create a partnership with a

transportation provider to market each other's service/product and provide the services that Packers.com and packerfantours.com provides. Claiming the type of event is not considered to be a limitation that would render the claims allowable over the prior art of record, as the event itself does not affect the method at all, and the steps are the same whether it is a sporting event, a concert, or a theatrical play. Reciting the type of event will not be sufficient to distinguish over the prior art of record.

For claims 28,30, the claimed memory and processor are inherent. The data about the event dates and locations are necessarily stored in a memory as claimed so that it is available to be viewed. A processor is inherent because there could be no receipt of order information if no processor was used and with no processor there would be no way to process the order.

5. Applicant's arguments filed 7/25/06 have been fully considered but they are not persuasive.

Applicant has argued that the limitation of there being "wireless" communication between the 1st and 2nd computers is novel. The examiner disagrees. Having wireless communication between two computes is old and very well known in the art. The prior art teaches the method substantially as claimed and does teach communication between a 1st and 2nd computer for purposes of taking orders for transportation service to an event. The prior art teaches that there is communication between the 1st and 2nd computers, so why is it considered novel to make that communication be "wireless"? One of ordinary skill in the art would have understood and clearly recognized that you

can have wired communication and wireless communication. These two options are known to those of ordinary skill in the art. Claiming wireless communication is considered obvious and is not considered to define over the prior art of record.

The examiner notes that claim 77 does not contain a recitation to "wireless" communication and the examiner notes that applicant has not made any statements specifying how claim 77 defines over the prior art of record as was required by 37 CFR 1.111. Why does applicant feel that claim 77 is allowable, especially when it does not contain the limitation that applicant has argued is novel?

6. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Dennis Ruhl whose telephone number is 571-272-6808. The examiner can normally be reached on Monday through Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on 571-272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

DENNIS RUHL
PRIMARY EXAMINER